

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rare Restaurants Group, LLC		05/16/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	Sixth & Marquette		
Internal Address:	N9303-120		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2980622	MASTRO'S STEAKHOUSE M	
Registration Number:	3073219	MASTRO'S OCEAN CLUB FISH HOUSE	
CORRESPONDENCE DATA			
Fax Number:	(617)574-7659		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-574-4153		
Email:	lbillone@goulstonstorrs.com		
Correspondent Name:	Lisa Billone		
Address Line 1:	400 Atlantic Avenue		
Address Line 2:	Goulston & Storrs, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Lisa Billone		
Signature:	/Lisa Billone/		

OP \$65.00 2980622

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TRADEMARK
REEL: 003548 FRAME: 0987

Date:

05/24/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of May, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Agent for the Holders (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Indenture, dated as of May 16, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, in accordance with the terms thereof, the "Indenture"), among Rare Restaurant Group, LLC and RRG Finance Corp., as issuers (the "Issuers"), RRG Group, LLC as parent and guarantor ("Parent"), and Agent, the Issuers have issued their 9¼% Senior Secured Notes due 2014 (as amended, restated, supplemented, or otherwise modified from time to time, including any Additional Notes issued under the Indenture from time to time, the "Notes");

WHEREAS, pursuant to the Indenture, Parent and certain of the Grantors have guaranteed the obligations of the Issuers with respect to the Notes;

WHEREAS, as a condition precedent to the purchase by the Holders of the Notes, the Grantors granted a continuing security interest in and to the Collateral, in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations under that certain Security Agreement, dated as of May 16, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Indenture; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Holders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Indenture.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Holders, a continuing second priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing inuring to the benefit of each Grantor, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution

of any Trademark, including any Trademark licensed by any Grantor under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark, including any Trademark licensed by any Grantor under any Intellectual Property License. Notwithstanding the foregoing, the Trademark Collateral shall not include, and no security interest shall be deemed granted with respect to, any Trademark to the extent the grant of a security interest in such Trademark would result in the invalidity, unenforceability, abandonment, voiding or cancellation of such Trademark Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Holders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT.

(a) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall govern.

(b) Agent shall be afforded the same rights, protections, immunities and indemnities set forth in the Security Agreement, as if the same were specifically set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Indenture Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Indenture Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Indenture Document refer to this Trademark Security Agreement or such other Indenture Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Indenture Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Indenture Document to any agreement, instrument, or document shall include all alterations,

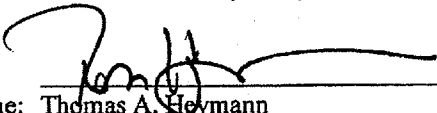
amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Indenture Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Indenture Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

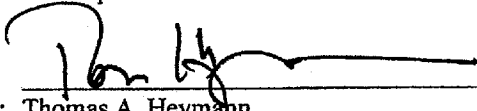
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

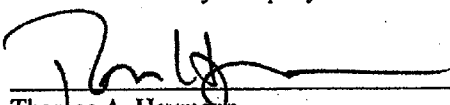
RARE RESTAURANT GROUP, LLC,
a Delaware limited liability company

By: 
Name: Thomas A. Heymann
Title: Chief Executive Officer

RRG FINANCE CORP.,
a Delaware corporation

By: 
Name: Thomas A. Heymann
Title: Chief Executive Officer

RRG GROUP, LLC,
a Delaware limited liability company

By: 
Name: Thomas A. Heymann
Title: Chief Executive Officer

Accepted and Acknowledged By:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:

Name: Timothy P. Mowdy

Title: Vice President

Signature Page to Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

1. U.S. Reg. No. 2,980,622, registered August 2, 2005, service mark for Mastro's Steakhouse.
2. U.S. Reg. No. 3,073,219, registered March 28, 2006, service mark for Mastro's Ocean Club Fish House.
3. California Reg. No. 55686, dated December 19, 2001, for the mark Mastro's Steakhouse.
4. Arizona File ID No. 196247, dated July 27, 1998, for the mark Mastro's Steakhouse.
5. Arizona File ID No. 294578, dated January 1, 2002, for the mark Mastro's Ocean Club Fish House.

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

1. Borrowers granted a nonexclusive license to use the name "Mastro's Ocean Club" and related trade dress to Beach Road LLC in the Amended and Restated Operating Agreement of Beach Road LLC.
2. Borrowers granted a nonexclusive license to use the name "Mastro's Steakhouse" and related trade dress to South Coast LLC in the Amended and Restated Operating Agreement of South Coast LLC.
3. Borrowers granted a nonexclusive license to use the trade dress (total image and overall appearance of the Mastro's Steakhouse) and trade name to Beverly Hills Steakhouse, LLC in the Operating Agreement of Beverly Hills Steakhouse, LLC.